



ITPEU (AFL-CIO)

Affiliated with District No. 1 PCD-MEBA

ITPEU (AFL-CIO)

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DATE: August 23, 1999 BRANCH OFFICE: ITPEU, AFL-CIO
333 Valley Hi Drive, Ste. 2217
San Antonio, Texas 78227

TELE: (210)670-8417

1. CONTRACTOR: Selrico Services, Inc.
2. CONTRACT SITE: Sheppard Air Force Base
3. STATE: Texas COUNTY: _____ CITY: Wichita Falls
4. TYPE OF SERVICE: Janitorial
5. EFFECTIVE DATE OF C.B.A.: August 23, 1999
6. DATE FORWARDED TO CONTRACTING OFFICER: _____
7. DATE FORWARDED TO WASHINGTON OFFICE: _____
8. DATE DELIVERED TO D.O.L.: _____
9. CURRENT WAGE DETERMINATION NO.: _____
10. STANDARD FORM 98 NUMBER: _____
11. GOVERNMENT CONTRACT PERIOD: October 1, 1999 thur Sept. 2000
12. EFFECTIVE DATE OF BENEFITS: October 1, 1998
13. REQUEST THAT U.S. DEPARTMENT OF LABOR WAGE AND HOUR DIVISION
REMIT A COPY OF THE APPROPRIATE WAGE DETERMINATION AND
STANDARD FORM 98 TO ITPE (AFL-CIO), IN WASHINGTON, DC.
14. ADDITIONAL COMMENTS: _____

John Conley, President

Elwood Hampton, Vice President

John Brenton, III, Secretary/Treasurer

T.(Ruthie) Jones, Vice President

Mary Williams, Vice President

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ARTICLE I - UNION RECOGNITION

Section A

The Company hereby recognizes the Union as the sole bargaining agent for all its IANITORAL employees at SHEPPARD AIR FORCE BASE, TEXAS, hereinafter referred to as the "Base".

Section B

Whenever the words "employee" or "employees" are used in this Agreement, they designate only such employees as are covered by this Agreement. Whenever in this Agreement employees or jobs are referred to in the male gender, it will be recognized as referring to both male and female employees.

Section C

It is understood by this Section that the parties hereto shall not use any leasing or subcontracting device to evade the terms of this Agreement. The Company shall give a copy of this Agreement and any amendment thereto to the Contracting Officer at the Base.

ARTICLE II - UNION SECURITY AND MEMBERSHIP

Section A

It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement, shall on or after the thirtieth (30th) day following the effective date of this Agreement or the execution date, whichever comes later, become and remain members in good standing of the Union. It shall be a condition of employment that all employees of the Company covered by this Agreement and hired on or after its effective date of execution date, whichever comes later, shall on or after the thirtieth (30th) day following the beginning of such employment become and remain members in good standing of the Union.

Section B

UNION SHOP PROVISION TO TAKE EFFECT IF PROHIBITION LAW INVALIDATED

The provisions of Article II, Section A, shall be deemed to be of no force and effect in any state whose law governs this contract to the extent to which the making or enforcement of such provisions is contrary to statutes, constitutional amendment or the law of such state;

PREAMBLE

THIS AGREEMENT is entered into by and between SELRICO SERVICES, INC., hereinafter referred to as the "Company" and the INDUSTRIAL, TECHNICAL AND PROFESSIONAL EMPLOYEES, UNION, AFL-CIO, hereinafter referred to as the "Union", as a representative of all its non-supervisory employees in the mutual interest of the employee and the Company to promote and further the efficiency and economy of operations, provide orderly collective bargaining relations, a method for the prompt and equitable disposition of grievance, and method for the establishment of fair wages, hours and working conditions for the employees covered hereunder. In making this Agreement, it is recognized to be the duty of the Parties to cooperate fully with each other, both individually and collectively, for the advancement of the purposes of this Agreement.

provided, however that whenever any such questions finds the state law to be invalid or inapplicable, the provisions of Section A above shall immediately thereupon be deemed to cover this bargaining unit or employees directly affected by such declaration of invalidity.

Section C.

If the provisions of Article II, Section A shall be deemed of no force and effect, the following shall govern; Employees who are members of the Union on the date of execution of this Agreement, and employees who join the Union subsequent to the execution hereof, shall maintain their membership in the Union as a condition of employment during the term thereof.

Section D.

The Company will deduct from the wages of any employee covered by this Agreement said employee's dues as a member of the Union upon receiving the employee's voluntary and individual written authorization for the Company to make such deductions, signed by the employees. Such authorization form shall be provided by the Union. The Company will pay over to the proper officer of the Union the wages withheld for such initiation fees and dues. The remittance shall be accompanied by a list showing individual names, social security numbers, dates hired, and amounts deducted. The total remittances are to be made not later than fifteen (15) days after the last day of the month for which deductions were made. The Union shall advise the Company of the amount of initiation fees and dues and the manner in which same shall be deducted. The amount so withheld, less any amounts due to any improper withholding, shall be reported and paid to the Union monthly.

Section E.

Payment for membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days or during periods of permanent transfer to a classification not covered by this Agreement.

Section F.

In the event of termination of employment, there shall be no obligation upon the Company to collect dues until all other deductions have been made.

Section G.

The Company will make available to the Union a list of newly hired and terminated employees covered by this Agreement. Such list will be prepared monthly and will show the name, social security number and address, job classification and hire or termination date of such em-

ployees who were hired or terminated during the month for which the list is prepared.

Section H.

The company shall notify the Union of all job openings within the bargaining unit covered by this Agreement. The Union may refer applicants for such openings. In interviewing and hiring for such job openings, the Company will not discriminate against any applicant referred by the Union. Nothing in this contract, however, shall be construed to create an exclusive hiring hall arrangement, and the Company shall at all times be free to advertise and list said job openings with employment agencies and to otherwise fill its job openings from any sources available to the Company, including, but not limited to, employees employed by the Company at other locations of the Company or its franchisees not covered by this Agreement.

Section I.

The Company shall be the judge of the qualifications of its employees, but shall give full consideration, without prejudice, to the members of the Union, provided that they have the necessary qualifications.

Section J.

The Union agrees to indemnify and save the Company harmless against any claims, suits, judgments or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this Union Security and Membership Article.

ARTICLE III - EQUAL OPPORTUNITY

Section A.

In accordance with the established policy of the Company and the Union, the provisions of the Agreement will apply equally to all employees hereunder, regardless of sex, color, age, race, creed or national origin. The Company and the Union also recognize the desirability of implementing the national policy of providing equal opportunity to all persons and agree to work actively toward the implementation of that policy.

Section B.

There will be no discrimination against any employee on account of membership in, or activity in behalf of, the Union.

ARTICLE IV - ACCESS TO UNIT

Duly authorized representatives of the Union shall be permitted to investigate the standing of all employees and investigate conditions to see that the Agreement is being enforced, provided that no interview shall be held during the rush hours, or unreasonably interrupt the duties of any employee. The Company shall be notified by the Union representative before he shall take action with the person involved. The representative of the Union shall contact the highest ranking Company representative then present at the facility and inform him of the circumstances. The employer and the Union representatives shall conduct themselves in such manner as to carry out the intent and spirit of this section.

ARTICLE V - PROBATIONARY PERIODSection A.

Every new or rehired employee shall be on probation for the first sixty (60) days of employment or re-employment.

Section B.

At any time during the probationary period an employee may be discharged for any reason, and any such employee so discharged shall not have the right to file a grievance or have other recourse to the grievance procedure.

Section C.

Any employee promoted to a job classification covered by this collective bargaining agreement from a lower paid classification shall be on probation for the first thirty (30) days of employment in the new classification. At any time during such a probationary period, the Company may, for any reason, return the employee to that employee's former position without any loss of seniority; and any such employee shall not have the right to file a grievance or have other recourse to the grievance procedure with regard to any such return to former classification. A promoted employee shall, during the thirty (30) day period and thereafter, have the right to file a grievance and resort to the grievance procedure with regard to all other matters covered by this Agreement.

ARTICLE VI - SENIORITYSection A.

It is agreed that the Company and the Union will meet for the purpose of establishing a seniority list for all employees employed in the unit at the time of the signing of the Agreement. Said seniority list will be based upon official records of the Union, of the Company, its predecessors, and state and federal agencies. Not later than fifteen

(15) days prior to the expiration of the Company's contract covering the Base, the Company shall furnish the Union and the successor contractor a list of all its current employees, together with their dates of hire and the dates their last vacation pay was paid by the Company. The following Sections in this Article shall become applicable and shall be in full force and effect upon the establishment of said seniority list. In establishing the initial seniority list for employees at the time of the signing of this Agreement, employees transferred to the Base covered by this Agreement shall receive seniority in accordance with their tenure of service with the Company, or its franchise, as the case may be, regardless of where such service was performed. Other employees transferred to the Base covered by this Agreement by the Company to fill vacancies shall likewise receive seniority in accordance with their tenure with the Company, or its franchise, as the case may be, regardless of where such service was performed. Seniority shall, except as otherwise provided in this section, be on the basis set forth in Section D of this Article.

Section B.

In the event that the Company finds it necessary to lay off employees for any reason, other than disciplinary, such layoffs shall be on the basis of seniority, i.e., the employee on duty in the establishment where the layoff occurs having the shorter period of continuous service with the Company shall be laid off before any other employee having a longer period of continuous service. The Company shall recall such laid-off employees in the reverse order. Senior employees shall have preference of full-time employment at all times if equal distribution of work is impossible. Senior employees may, however, exercise their seniority rights by taking a job in a lower classification.

Section C.

Employees shall have the right to select available work schedules by seniority in job assignments for which they are qualified. Each employee shall be given his work schedule.

The work schedule for each week shall be posted at least four (4) days prior to the beginning of the work week.

Section D.

Except as otherwise provided in Section A of this Article, seniority shall be measured from the date of the employee's initial hire at the Base with the Company or a predecessor employer engaged in providing similar services at the Base, provided there has been no break in

in seniority under Section E of this Article.

Section E.

An employee shall lose his seniority upon his retirement, resignation or discharge for just cause. An employee will be considered to have resigned if he:

- (1) fails to report to work on the day following expiration of an authorized leave of absence, unless failure to report is due to conditions recognized by this Company to be beyond the control of the employee and he reported such conditions as soon as possible;
- (2) is on layoff for a period exceeding one (1) year;
- (3) is absent from work for two (2) consecutive work days without properly notifying the Company of the reason for absence even though the reason for such absence is beyond the control of the employee; or in any event, fails to report for work as scheduled without such reason;
- (4) fails, while on layoff, upon notice from the Company that work is available, to report to the Company for work as soon as practicable, but not later than seven (7) work days, and provided that the employee notifies the Company within three (3) days of such notice that he will return to work within the seven-day period.

The Company fulfills its obligations under this Section by sending notice by telegram or by certified letter to the last known address of the employee. It is the obligation of the employee to keep the Company informed of his current address and telephone number.

Section F.

An employee who has occupied a position with the Company covered by this Agreement, and who accepts a position with the Company in a classification not covered by this Agreement, will continue to accrue seniority for nine (9) months, after which period he shall retain his accumulated seniority, provided he remains in the employ of the employer.

ARTICLE VII - DISCHARGE

No employee shall be discharge without just cause, and all dismissals will be subject to the grievance procedure and arbitration clause. All reprimands and discharge notices shall be in writing and shall be signed by the Project Manager. Copies of the reprimand or discharge notice shall be given to the employee reprimanded and to the shop steward. Each reprimand shall be cancelled after one year. Three (3) reprimands may result in immediate dismissal. Actions which conflict with Company interest and /or reputation, including, but not limited to, theft or any form of dishonest conduct, possession or under the influence of alcohol or non-prescribed drugs while on duty, disrespect toward Government or Company representatives, and unauthorized use or abuse of Government or Company property, shall result in immediate dismissal, regardless of the number of prior reprimands.

ARTICLE VIII - GRIEVANCE PROCEDURESection A.

A grievance is defined as a claim or dispute by the employer or employee or the Union concerning the interpretation or the application of this Agreement.

Section B.

All grievances must be presented in writing and filed and processed in accordance with the following exclusive procedure:

Step 1: The employee who has a grievance shall discuss it with his direct supervisor, either himself or through his steward. If the grievance is not settled at the Step 1 meeting, it may be appealed by the Union representative to the Project Manager to Step 2 within five (5) days of the Step 1 meeting. Company grievances shall be processed beginning with Step 2.

Step 2: The Union representative and the Project Manager will discuss the grievance. If the grievance is not disposed of to the satisfaction of the party filing the grievance at Step 2, the grievance may be appealed to Step 3 by the party or representatives of the party filing the grievance by filing a written appeal to the opposing party within seven (7) days after Step 2.

Step 3: Within seven (7) days after the appeal of the opposing party, the parties (the Company represented by the Company President, and the Union represented by the Vice President) will meet to

attempt to settle the grievance. The party being complained against shall render that party's decision within five (5) days of such meeting. If the grievance is not disposed of to the satisfaction of the complaining party, the grievance may be appealed to arbitration by the Company or the Union lodging a written appeal with the other party within ten (10) days of receipt of such written decision.

Section C.

A grievance involving discharge of an employee shall be brought directly to Step 2 and must be filed, in writing, by the grievant with the Project Manager within five (5) days of discharge.

Section D.

A grievance not involving discharge shall be without effect unless filed in writing by the grievant within seven (7) days from the date the complaining party discovered the facts or should have discovered the facts giving rise to the grievance.

Section E.

Stewards shall be afforded time off without loss of pay to investigate, discuss and present grievances. Such time shall be kept at a minimum.

Section F.

At any step of the grievance procedure, the Company or the Union may designate a substitute for the official designated herein. The officially designated representative of either party may be accompanied by two other persons at any step of the procedure, except Step 1. The parties may mutually agree that further representatives may be present.

Section G.

The time limits set forth in this Article may be extended mutually in writing. Time limits are exclusive of Saturday, Sunday and recognized holidays.

ARTICLE IX - ARBITRATION

Section A.

Within ten (10) days after the filing of the notice of the intent to submit the unsettled grievance to arbitration, the parties shall

attempt to mutually select an impartial arbitrator. If the parties are unable to agree within five (5) days of that meeting upon the choice of an arbitrator, they shall request the Federal Mediation and Conciliation Service to submit a list of five (5) persons qualified to act as the impartial arbitrator. A representative of the Company and a representative of the Union shall meet within five (5) days of the receipt of the list and shall alternately strike two (2) names from the list, the party to strike first to be selected by lot. The fifth, remaining person, shall thereupon be selected as the impartial arbitrator.

Section B.

The parties shall enter into a submission agreement which shall clearly state the arbitrable issue or issues to be decided. If the parties are unable to agree on a joint statement of the arbitrable issue or issues to be decided by the arbitrator, the submission shall contain the written grievance and the disposition of the same with the notation that the parties could not agree upon a submission agreement.

Section C.

During the hearing, each party shall have full opportunity to present evidence and argument, both oral and documentary. The impartial arbitrator will render his findings and award in writing thirty (30) calendar days after the conclusion of the hearing. The decision of the impartial arbitrator shall be final and binding. The impartial arbitrator shall have no authority to modify, amend, revise, add to or subtract from any of the terms or conditions of this Agreement.

Section D.

The fees of the arbitrator and necessary expenses, including transcript, if desirable, of any arbitration proceeding, shall be borne equally by the Company and the Union, except that each party shall pay the fees of its own counsel or representative. If an employee witness is called by the Company, the Company will reimburse him for time lost at this regular straight time base rate. If an employee witness is called by the Union or if an employee-grievant is present at the hearing, the Union will reimburse such personnel for time lost.

ARTICLE X - MILITARY LEAVE

Section A.

Employees entering the military or naval service, Red Cross, or other combat relief service or conscripted civil service of the United States during the life of this Agreement, will be placed on military leave of absence in accordance with the provisions of the Universal Military Training and Service Act, and will retain their seniority

while in such service and be returned to their former positions upon honorable discharge from service, provided they are physically and mentally capable of working.

Section B.

An employee who is a member of a military reserve unit and who is required to participate in active training will be granted a leave of absence without pay for the period of such training duty, not to exceed thirty (30) days in any year.

Section C.

An employee applying for leave under this Article will give the Company at least five (5) working days notice prior to reporting date, if possible.

ARTICLE XI - LEAVE OF ABSENCE

Section A.

Employees are entitled to leaves of absence not exceeding one (1) year for good cause. Such leave of absence may be granted for restoration of health, medical, dental or other treatment, maternity leave, or employment by the Union, and shall not prejudice seniority status for purposes of layoffs and recalls.

Section B.

A leave of absence under this section will not be considered employment time for seniority. For example, an employee works continuously for nine (9) months and is granted a thirty (30) day leave of absence without pay. When the employee returns to work, he has nine (9) months seniority and will be required to work three (3) more months in order to have one (1) year of seniority.

Section C.

Upon return from a leave of absence, the employee will be returned to work for which he can qualify in his job classification on the basis of seniority.

Section D.

Any employee who engages in gainful employment without permission of the Company while on leave of absence shall be subject to discharge.

Section E.

All leaves of absence must be applied for in writing, and if granted, must be granted in writing by the Company.

Section F.

All leaves of absence shall be for a specific designated period of time, and an employee may return to work earlier than the specifically designated date for his return only with the consent of the Company.

ARTICLE XII - SHOP STEWARDS

Section A.

The shop steward shall be designated by the Union from the group he or she is to represent, and the Union will notify the Company of the duly designated shop steward at the Base.

Section B.

The shop steward shall not interfere with the management of the business or direct any work of any employee, but may advise the Company of any violations of the Agreement and also notify the employee participating therein.

Section C.

Prior to leaving the work area, the shop steward will request permission from the supervisor. The shop steward will not leave the work area during rush hours.

Section D.

Shop stewards shall be entitled to top seniority at the Base to the fullest extent allowed by law.

Section E.

A telephone will be made available to the shop steward for the purpose of communicating with the Union. Such calls will be placed at no cost to the Company.

ARTICLE XIII - REST PERIODS

An employee who is scheduled to work for not less than four (4) continuous hours on a shift shall be entitled to one (10) minute unscheduled rest period during such shift, with permission from their

immediate supervisor. For each additional four (4) hours an employee is scheduled to work, they shall be entitled to one ten (10) minute unscheduled rest period during such period of time.

ARTICLE XIV - LAYOFFS AND RECALLS

In the event of a reduction of forces, the Company will give reasonable notice of layoff, under the circumstances, to the employees with the least seniority, and will recall employees in the reverse order, such seniority to be by job classification. No new employees will be hired until all qualified, laid-off employees have been recalled.

ARTICLE XV - WAGES

The schedule of effective wage rates and classifications for employees is set forth in Appendix "A" attached.

ARTICLE XVI - OVERTIME

Section A.

One and one-half (1½) times the hourly rate of pay will be paid for all time worked in excess of twelve (12) hours in any one day, or in excess of forty (40) hours in any one week.

Section B.

A regular employee who has completed his shift, has left the Company property and is thereafter called for work at any time prior to two (2) hours before his next scheduled shift, will be provided with four (4) hours of work or pay therefore, at the applicable overtime rate.

Section C.

When a regular employee works on his scheduled day or days off, he will be entitled to work for the average number of daily hours performed by said employee or pay therefore at the applicable rate unless he consents to less time. No employee shall be compelled to accept overtime work, except in cases of emergency or when necessary to comply with governmental directives or requirements.

Section D.

An employee whose overtime work period continues into his following day will continue to receive overtime rates for all overtime so

worked. If such overtime work period continues so that its termination falls within eight (8) hours prior to his resumption of work in the succeeding work day, he will receive one and one-half (1½) times his hourly rate of pay for all time worked during his next regular work shift. The Company may, however, direct an employee to report for work after receiving eight (8) hours rest, and if such rest period extends into the employee's regular shift hours, he will receive no loss in his straight time base rate of pay.

Section E.

All employees shall receive a minimum of eight (8) continuous hours of rest in any one twenty-four (24) hour period.

Section F.

Overtime work will be distributed among the employees qualified to perform the work necessitating overtime within the appropriate crew or shift as equitably as practicable. Overtime lists will be made available to shop stewards on request. The Company will give as much notice of overtime as practicable.

Section G.

No overtime will be worked except by prior direction of the proper supervisory personnel of the Company, except in case of emergency and when prior authority cannot be obtained.

Section H.

For overtime purposes, a day is the twenty-four (24) hour period beginning with the starting time of the employee's regular work shift.

Section I.

Nothing herein shall be construed to require or permit the pyramiding of overtime or overtime pay.

ARTICLE XVII - HEALTH AND WELFARE

The Company shall pay the health and welfare benefits as set forth in Appendix "B" attached.

ARTICLE XVIII - VACATION, HOLIDAYS, SICK LEAVE

The Company shall pay vacation, holidays and sick leave benefits as set forth in Appendix "C" attached.

ARTICLE XIX - BEREAVEMENT

Employees shall be entitled to paid bereavement leave as set forth in Appendix "D" attached.

ARTICLE XX - JURY DUTY

Employees shall be entitled to jury duty compensation as set forth in Appendix "E" attached.

ARTICLE XXI - UNIFORMS

Proper Uniforms will be furnished and laundered by the Company without cost to the employee; provided, however, that the Company may require or permit employees to launder and maintain uniforms furnished by the Company. When an employee is required or permitted to launder and maintain Company furnished uniforms, he will be compensated in accordance with the provisions of Appendix "F" attached.

ARTICLE XXII - PENSION

The Company shall pay pension benefits as set forth in Appendix "G" attached.

ARTICLE XXIII - INDIVIDUAL CONTRACTS

No employee shall be compelled or allowed to enter into any individual contract or agreement with the Company concerning the conditions of employment contained herein.

ARTICLE XXIV - NO STRIKE - NO LOCKOUT

Section A.

During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction or assist in any work stoppage, strike or slow-down of operations.

Section B.

During the term of this Agreement, the Company shall not cause, permit, or engage in any lockout of its employees.

Section C.

The Company reserves the right to discharge or otherwise discipline any employee taking part in any violation of this provision of the Agreement.

ARTICLE XXV - PICKET LINES

Refusal of a member to cross a bona fide picket line established by a labor organization claiming to have a dispute with the employer and approved by the Union shall not be construed to be a breach of this Agreement.

ARTICLE XXVI - EMPLOYEE INJURY

An employee injured during working hours shall receive the rest of the day off without loss of pay, provided that the injuries are such that a doctor orders the employee not to return to work.

ARTICLE XXVII - GOVERNMENT REQUIREMENTS

The Union agrees to cooperate with the Company in all matters required by the United States Government, and the Union recognizes that the terms and conditions of the Agreement are subject to certain sovereign priorities which the United States Government may exercise. The Union agrees that any actions taken by the Company pursuant to a requirement of the United States Government shall not constitute a breach of this Agreement. Nothing in this Agreement shall be construed to prevent institution of any change prior to discussion with the Union where immediate change is required by the United States Government. The Company will, however, negotiate with the Union concerning the effects of any such change.

ARTICLE XXVIII - GENERALSection A.

This Agreement, when accepted by the parties hereto and signed by the respective representatives thereunto duly authorized, shall constitute the sole agreement between them involving the employees covered by this Agreement. Any alteration or modification of this Agreement must be made by and between the parties hereto and must be in writing.

Section B.

In the event any provision of this Agreement is declared invalid by any competent court or governmental agency on account of existing or future legislation, such invalidation shall not affect the remaining provisions of this Agreement.

Section C.

Any employee leaving the service of the Company will, upon request from the employee, be furnished with a letter setting forth the Company's record of his job classification, stating his length of service and beginning and ending rate of pay.

Section D.

Employees entering the service of the Company may be required to take a physical examination specified by the Company. Anytime thereafter, an employee may be subjected to further physical examinations during the course of his employment or recall to service after layoff or leave of absence.

Section E.

The Company shall provide bulletin board space for use by the Union.

Section F.

Company payroll records with respect to any employee in the unit whose pay is questioned will be provided upon request of the Union within a reasonable period of time, except for payroll records with respect to the current period with respect to such employee, which may be examined by the Union upon request during business hours.

Section G.

In the event the Department of Labor determines that the wages and fringe benefits contained in this Agreement were not reached as a result of arms-length negotiation, or are substantially at variance with those prevailing for services of a similar character in the locality, then such wages and benefits shall be rendered null and void. In such event, the Company shall be obligated to pay the wages and fringe benefits specified in the appropriate wage determination issued by the Department of Labor.

Section H.

Subject to the express limitations of this Agreement, the Company retains the sole and exclusive right in its discretion, to manage its business, to hire, discharge for cause, lay off, assign, transfer, promote or demote employees, to determine the starting time and quitting time and the number of hours to be worked, to establish, or discontinue or change operations, productions, or work standards or plant rules, provided, however that with respect to any action which results in a change in established work rules or the size of the work force, the Company shall give prior notice to the Union before taking such action, and shall afford the Union a reasonable opportunity to negotiate on such matter. Nothing herein shall prevent any individual employee, either alone or with a Union representative, from consulting with Company representatives on problems relating to their individual work schedule.

ARTICLE XXIX - DURATION**Section A.**

This Agreement shall become effective August 23, 1999, and shall continue in full force and effect until August 31, 2002, and shall renew itself each successive September 1, thereafter unless written notice of an intended change is served in accordance with the Labor Management Relations Act, as amended, by either party hereto at least sixty (60) days but not more than ninety (90) days prior to the termination date of the contract.

Section B.

For the purpose of negotiating changes in wages, health and welfare, pension and annual benefits, as well as change in or the introduction of other fringe benefit programs, the parties shall meet on or about January 1, of each contract year. If the parties are unable to reach agreement by February 28th, of each year, either party may terminate this Agreement upon (10) days written notice to the other party.

IN WITNESS, WHEREOF, the parties have executed this Agreement this 23rd day of August, 1999.

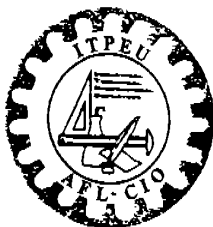
**FOR: INDUSTRIAL, TECHNICAL
AND PROFESSIONAL EMPLOYEES
UNION, AFL-CIO**

FOR: SELRICO SERVICES, INC.

JOHN F. CONLEY, PRESIDENT

Alex J. Scheel
**ALEX SCHEEL, DIRECTOR OF
OPERATIONS**

Pat P. Foley
**PAT P. FOLEY, REPRESENTATIVE
SAN ANTONIO, BRANCH**



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F41612 00 C-0001

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DATE: August 23, 1999

BRANCH OFFICE: ITPEU AFL-CIO

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San Antonio, Texas 78227

TELE: (210)670-8417

1. CONTRACTOR: Selrico Services, Inc.
2. CONTRACT SITE: Sheppard Air Force Base
3. STATE: Texas COUNTY: _____ CITY: Wichita Falls
4. TYPE OF SERVICE: Janitorial
5. EFFECTIVE DATE OF C.B.A.: August 23, 1999
6. DATE FORWARDED TO CONTRACTING OFFICER: _____
7. DATE FORWARDED TO WASHINGTON OFFICE: _____
8. DATE DELIVERED TO D.O.L.: _____
9. CURRENT WAGE DETERMINATION NO.: _____
10. STANDARD FORM 98 NUMBER: _____
11. GOVERNMENT CONTRACT PERIOD: October 1, 1999 thur Sept. 2000
12. EFFECTIVE DATE OF BENEFITS: October 1, 1998
13. REQUEST THAT U.S. DEPARTMENT OF LABOR WAGE AND HOUR DIVISION
REMIT A COPY OF THE APPROPRIATE WAGE DETERMINATION AND
STANDARD FORM 98 TO ITPE (AFL-CIO), IN WASHINGTON, DC.
14. ADDITIONAL COMMENTS: _____

John Conley, President

Elwood Hampton, Vice President

John Brenton, III, Secretary/Treasurer

T.(Ruthie) Jones, Vice President

Mary Williams, Vice President

MEMORANDUM OF AGREEMENT

made this 23rd day of August, 1999, by and between the , INDUSTRIAL, TECHNICAL AND PROFESSIONAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "Union", and SELRICO SERVICES, INC., hereinafter referred to as the "Company".

WITNESSETH

WHEREAS, the parties have entered into a Collective Bargaining Agreement, effective August 23, 1999, covering wages, hours and working conditions of its janitorial employees employed by the Company at SHEPPARD AIR FORCE BASE, TEXAS, AND

WHEREAS, the said Agreement provides that the parties shall meet on or about March 1, for the purpose of negotiating changes in wages and other fringe benefit provisions.

NOW, THEREFORE, it is hereby agreed as follows:

APPENDIX "A"WAGESCURRENT:

Janitor	<u>\$7.98</u> per hour
Janitor, Work Leader I	<u>\$8.70</u> per hour
Janitor, Work Leader II	<u>\$9.34</u> per hour
Janitor, Work Leader III	<u>\$10.50</u> per hour

EFFECTIVE OCTOBER 1, 1999:

Janitor	<u>\$8.25</u> per hour
Janitor, Work Leader I	<u>\$9.00</u> per hour
Janitor, Work Leader II	<u>\$9.64</u> per hour
Janitor, Work Leader III	<u>\$10.80</u> per hour

APPENDIX "B"HEALTH AND WELFARECURRENT:

The Company shall contribute to the ITPEU Health and Welfare Fund the sum of one dollar and sixteen cents (\$1.16) per hour for all straight time hours worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPEU Health and Welfare Plan and any amendments duly adopted thereto.

The Company further agrees to be bound by all resolutions and other actions duly adopted by the Board of Trustees of such Plan.

EFFECTIVE OCTOBER 1, 1999:

The Company shall contribute to the ITPEU Health and Welfare Fund the sum of one dollar and thirty-nine cents (\$1.39) per hour for all straight time hours worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPEU Health and Welfare Plan and any amendments duly adopted thereto.

The Company further agrees to be bound by all resolutions and other actions duly adopted by the Board of Trustees of such Plan.

APPENDIX "C"VACATIONCURRENT AND EFFECTIVE OCTOBER 1, 1999:

After one (1) year of service, two (2) weeks of paid vacation.

After ten (10) years of service, three (3) weeks of paid vacation.

After fifteen (15) years of service, four (4) weeks of paid vacation.

Length of service includes the whole span of continuous service with the present (successor) contractor wherever employed, and with predecessor contractors on the performance of similar work at the same Federal facility.

APPENDIX "D"HOLIDAYSCURRENT AND EFFECTIVE OCTOBER 1, 1999:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

In order for an employee to qualify for a paid holiday, he must have worked his regularly scheduled work day immediately preceding the holiday, and his regularly scheduled work day immediately following the holiday, unless excused by reason of illness or other good cause agreed upon by the Company.

APPENDIX "E"SICK LEAVECURRENT:

All employees (excluding probationary employees) shall be entitled to one (1) sick day for each three (3) months worked-maximum four (4) days per contract year.

No employee shall be eligible for paid sick leave until they have accrued a minimum of one (1) day earned.

Sick leave benefits shall not be accumulative from year to year. All unused sick leave will be paid to all employees of the Company at the end of each Government contract year, or when an employee leaves the employment of the Company, whichever occurs first.

EFFECTIVE OCTOBER 1, 1999:

All employees (excluding probationary employees) shall be entitled to one (1) sick day for each two (2) months worked-maximum six (6) days per contract year.

No employee shall be eligible for paid sick leave until they have accrued a minimum of one (1) day earned.

Sick leave benefits shall not be accumulative from year to year. All unused sick leave will be paid to all employees of the Company at the end of each Government contract year, or when an employee leaves the employment of the Company, whichever occurs first.

APPENDIX "F"

TRANSPORTATION ALLOWANCE

CURRENT AND EFFECTIVE OCTOBER 1, 1999:

Employees shall not be required to furnish their own transportation to conduct any business of the employer. Employees who are authorized to use their own transportation to conduct any business of the employer, shall be reimbursed at the rate of \$0.25 per mile.

APPENDIX "G"

PENSION

CURRENT:

The Company shall contribute to the ITPEU Pension Plan the sum of ten cents (\$0.10) per hour for all straight time hours worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPEU Pension Plan and any amendments duly adopted thereto.

The Company further agrees to be bound by all resolutions and other actions taken by the Board of Trustees of such Plan.

EFFECTIVE OCTOBER 1, 1999:

The Company shall contribute to the ITPEU Pension Plan the sum of twenty-five cents (\$0.25) per hour for all straight time hours worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPEU Pension Plan and any amendments duly adopted thereto.

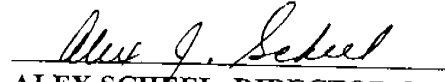
The Company further agrees to be bound by all resolutions and other actions taken by the Board of Trustees of such Plan.


IN WITNESS WHEREOF the parties hereto have hereunder set their hands and seals on the date first above written.

FOR: INDUSTRIAL, TECHNICAL AND
PROFESSIONAL EMPLOYEES
UNION, AFL-CIO

FOR: SELRICO SERVICES,
INC.


JOHN F. CONLEY, PRESIDENT


ALEX SCHEEL, DIRECTOR OF
OPERATIONS


PAT P. FOLEY, REPRESENTATIVE
SAN ANTONIO, BRANCH